



Fos-Tonkin Open Season

Allocation Rules (Version 4, submitted to the
CRE for approval)

14 January 2010

eLengy

Contents

1.	Introduction	1
2.	Definition of terms	2
3.	Offer of Capacities	5
4.	Qualifying for the Open Season and contacts with Elengy	6
	Qualification	6
	Contacts with Elengy	9
5.	Process of Allocation of Capacities to Qualified Subscribers	10
6.	Submission of Subscription Requests	11
	Expression of Subscription Requests	11
	Communication of Subscription Requests	12
7.	Non-Binding Phase: Non-Binding allocation of Capacities to Qualified Subscribers	14
	Introduction – Non-Binding Phase	14
	Selection of long-term renewal project	14
	Profile selection process	14
	Economic Test	18
8.	Binding Phase: Binding Allocation of Capacities to the Qualified Subscribers	19
	Communication of the results of the Non-Binding Phase and Review of the Allocation Rules	19
	Submission of Binding Subscription Requests	19
	Selection of long-term renewal project	20
	Profile Selection Process	20
	Economic Test	20
	Allocation of Capacities	22
	Allocation of available Capacities after the close of the Binding Phase	24
9.	Commitment Decision	25
	Communication by Elengy following the close of the Open Season	26
	Annexe A: Model Forms for Qualification	27
	Annexe B: Subscription Model Forms	36
	Annexe C: Special Conditions of the Subscription Agreement	41

1. Introduction

- 1.1 This document presents the Allocation Rules applicable in the framework of the invitation to subscribe for regasification capacity at the Fos-Tonkin terminal (“Fos-Tonkin Open Season” or “Open Season”). These Allocation Rules describe the modalities for the allocation of regasification capacities to Qualified Subscribers under the Fos-Tonkin Open Season procedure.
- 1.2 The information contained in the Allocation Rules prevails over that set out in the Information Memorandum as well as over any information previously published or communicated by Elengy in relation to the Open Season.
- 1.3 Elengy reserves the right to modify, before the Binding Submission Deadline, wholly or in part, the Allocation Rules, the timetable set for the Open Season and, more generally, any of the clauses and procedures planned in the framework of the Open Season, including the Subscription Agreement, provided that no discrimination occurs against any of the Registered or Qualified Subscribers. Elengy will submit these modifications to the Commission de régulation de l'énergie (CRE – *Energy Regulation Commission*) for approval and such approved documents will be given to all Registered or Qualified Subscribers with reasonable notice.
- In the event that, as a result of any modifications such as those mentioned in the previous paragraph, a Qualified Subscriber decides to withdraw from the Open Season before the Binding Submission Deadline, the Qualified Subscriber in question shall inform Elengy thereof as soon as possible. Elengy shall then cancel the registration and qualification of the Qualified Subscriber concerned and shall issue a document to the latter confirming said cancellation as well as the cancellation of any Subscription Request the Qualified Subscriber may have submitted. Neither Elengy nor the Qualified Subscriber shall incur any liability as a result of the latter withdrawing from the Open Season in the circumstances described above.
- 1.4 The Allocation Rules are governed by, and to be interpreted in accordance with, French law. The Open Season is planned, organised and deemed to take place at the head office of Elengy in Paris, France.
- 1.5 In the event there is a disagreement resulting from or relating to the Open Season, including any disagreement deriving from the interpretation or implementation of these Allocation Rules or concerning the form, content, validity or date of receipt of any Subscription Request, the matter shall be brought before the Courts of Paris, France, and/or before the CRE as part of the duties this body has been entrusted with under article 38 of Act n° 2000-108 dated 10 February 2000.
- 1.6 All communications exchanged in the framework of the Open Season must be in the French language or, failing this, in English.
- 1.7 The convention used for figures in this document is that a point is used to separate whole numbers from decimals.
- 1.8 The allocation of Capacities to Qualified Subscribers shall take place under the direction of Elengy.

2. Definition of terms

2.1 In the meaning of these Allocation Rules, the terms used therein are defined as follows, both in the singular and the plural. Capitalised terms not defined in the following table have the meanings given to them in the General Conditions of the ALNGT Contract, as published on the Elengy website¹.

Term	Definition
Subscription Agreement	Clauses and conditions governing access by the Capacity Holder to the Fos-Tonkin terminal, in accordance with the clauses and conditions of the ALNGT Contract, with the exception of the Special Conditions set out in Annexe C. Under Clause 1.3, the clauses and conditions of the Subscription Agreement may be amended by Elengy.
Qualification and Submission Address	See Clause 4.13.
Capacity Holder (Successful Tenderer)	See Clause 8.14.
Capacity	Regasification capacity at the Fos-Tonkin terminal, whether positive or nil, expressed in GWh/year for a given Interval and made available under the terms and conditions described in the Subscription Agreement.
Allocated Capacity	See Clause 7.4.
Allocation of Capacities	See Clause 8.14.
Maximum Capacity	See Clause 4.2.4.
Total Capacity	Higher Total Capacity or Lower Total Capacity (depending on the project considered during the allocation process).
Total Capacity to be developed	See Clause 9.5.
CRE	“Commission de régulation de l’énergie”, the French Energy Regulatory Commission
ALNGT Contract	Clauses and conditions governing Access to LNG Terminals as per the version published on the Elengy website and on the basis of which the Subscription Agreement is drawn up
Deadline for Qualification	Final date for receipt by Elengy, at the Qualification and Submission Address, of the qualification forms and the Guarantee submitted by Registered Subscribers in order to qualify for the Open Season. Said date is currently 12 March 2010 (midnight, Paris time).
Start Date of the Binding Phase	19 March 2010
End Date of Binding Phase	23 April 2010

¹ www.elengy.com

Term	Definition
Deadline for Dispatch of Subscription Agreements	7 May 2010
Binding Submission Deadline	Final date for receipt, at the Qualification and Submission Address, of the Binding Subscription Request submitted by Qualified Subscribers. Said date is currently set at 16 April 2010 (midnight, Paris time).
Non-Binding Submission Deadline	Final date for receipt, at the Qualification and Submission Address, of the Non-Binding Subscription Request submitted by Qualified Subscribers. Said date is currently set at 16 March 2010 (midnight, Paris time).
Date of Notification of the Results of the Non-Binding Phase	19 March 2010.
Commitment Decision	See Clause 9.1.
Invalid Subscription Request	See Clause 6.3.
Subscription Request (whether Non-Binding or Binding)	A Subscription Request consists of all the Profiles submitted by a Qualified Subscriber by the Submission Deadline in accordance with Form I included in Annexe B. A Subscription Request is non-binding ("Non-Binding Subscription Request") when it is submitted during the Non-Binding Phase. A Subscription Request is binding ("Binding Subscription Request") when it is submitted during the Binding Phase.
Network Operator	Network Operator to which the Fos-Tonkin terminal is connected
Guarantee	See Clause 4.2.4.
Independent Submission Guarantee	See Clause 4.2.4.
Interval	Period, included in the Subscription Period, starting on 1 st October of any given year and ending on 30 September of the following year
Working Day	In the meaning of these Rules, any day of the week from Monday inclusive to Friday inclusive, with the exception of official holidays in metropolitan France.
Base Capacity	See Clause 6.2.6.1.
Allocated Number of Unloading Operations	See Clause 8.14.
Open Season	See Clause 1.1.
Ranking	See Clause 7.8.
Related Party	A Related Party (in relation to a given party) is understood to mean any other legal person or corporate body which is under the control of said party, any other legal person or corporate body which controls said party, or any other legal person or corporate body which is under the same control as said party, in the meaning given to these terms in Articles L 233-1 to L 233-4 of the Commercial Code.
Subscription Period	Period from 1 st October 2014 to 30 September 2034.

Term	Definition
Profile	Capacity reservation request which is submitted by a Qualified Subscriber by means of a Subscription Request and which the Qualified Subscriber undertakes to subscribe under the Subscription Agreement, provided that the Capacity thus requested is allocated, whether wholly or in part, in accordance with the Allocation Rules.
Selected Profiles	Clause 7.21
Project	Project for the long-term renewal of the Fos-Tonkin terminal, as defined in Clause 3.2.
Rank of a Profile	See Clause 7.17.
Allocation Rules	The present document, which governs the allocation of Capacities at the Fos-Tonkin terminal.
Differentiated Subscriber	Clause 8.7
Registered Subscriber	A Subscriber who has signed a Confidentiality Agreement and whose registration has been notified by Elengy.
Qualified Subscriber	Registered Subscriber who has received a notice of qualification in accordance with Clause 4.8.
Indicative Maximum Tariff	Tariff laid down under Clause 7.25, equal to €1.15/MWh and corresponding to an average subscription tariff over the Subscription Period of 85.4% and 93.7% respectively for the Higher-Capacity Project and the Lower-Capacity Project, factoring in (i) the costs of the implementation of the projects and (ii) the economic conditions, particularly those of a regulatory nature, that apply to the determination of the utilisation tariffs of the methane terminals as of 1 January 2010.
Maximum Tariff	Clause 7.25
Projected Average Tariff	Clause 7.24
Fos-Tonkin Terminal	Designates the Fos-Tonkin Liquefied Natural Gas terminal.
Economic Test	Clause 7.25
Average Unloading Rate	For a given Profile k , the ratio of Capacity C_k^S to the Number of Unloading Operations D_k^S

3. Offer of Capacities

- 3.1 The marketing of Capacities at the Fos-Tonkin terminal is currently planned until 30 September 2014. Elengy intends to extend the Capacities of the Fos-Tonkin terminal to the Subscription Period. Elengy will develop these Capacities depending, in particular, on the interest shown by Qualified Subscribers in subscribing for Capacities during the Subscription Period.
- 3.2 To this end, Elengy is planning to implement one of the following two projects (“the Projects”):
- 3.2.1 The Higher-Capacity Project, which consists in increasing the Capacity of the Fos-Tonkin terminal to 82,000 GWh/year (“Total Higher Capacity” or *THC*) during the Subscription Period;
- 3.2.2 The Lower-Capacity Project, which consists in increasing the Capacity of the Fos-Tonkin terminal to 65,000 GWh/year (“Total Lower Capacity” or *TLC*) during the Subscription Period.
- 3.3 The Capacities which Elengy is planning to market are constant for the various Intervals of the Subscription Period, and will be equal to:
- 3.3.1 The Total Higher Capacity” (*THC*) in the event that the Higher-Capacity Project is implemented by Elengy;
- 3.3.2 The Total Lower Capacity” (*TLC*) in the event that the Lower-Capacity Project is implemented by Elengy.
- 3.4 The Intervals and values of the Capacities offered under the Open Season procedure for each Interval of the Subscription Period and for each of the two projects envisaged are detailed in the following table:

Capacities offered in the various Intervals, depending on the project implemented

Interval (##)	Start date of Interval (date)	End date of Interval (date)	Total Lower Capacity or TLC (GWh/year)	Total Higher Capacity or THC (GWh/year)
1	01/10/2014	30/09/2015	65,000	82,000
2	01/10/2015	30/09/2016	65,000	82,000
3	01/10/2016	30/09/2017	65,000	82,000
4	01/10/2017	30/09/2018	65,000	82,000
5	01/10/2018	30/09/2019	65,000	82,000
6	01/10/2019	30/09/2020	65,000	82,000
7	01/10/2020	30/09/2021	65,000	82,000
8	01/10/2021	30/09/2022	65,000	82,000
9	01/10/2022	30/09/2023	65,000	82,000
10	01/10/2023	30/09/2024	65,000	82,000
11	01/10/2024	30/09/2025	65,000	82,000
12	01/10/2025	30/09/2026	65,000	82,000
13	01/10/2026	30/09/2027	65,000	82,000
14	01/10/2027	30/09/2028	65,000	82,000
15	01/10/2028	30/09/2029	65,000	82,000
16	01/10/2029	30/09/2030	65,000	82,000

17	01/10/2030	30/09/2031	65,000	82,000
18	01/10/2031	30/09/2032	65,000	82,000
19	01/10/2032	30/09/2033	65,000	82,000
20	01/10/2033	30/09/2034	65,000	82,000

4. Qualifying for the Open Season and contacts with Elengy

Qualification

4.1 Any Registered Subscriber may submit a Request for Qualification to take part in the Open Season.

4.2 In order to qualify, Registered Subscribers must comply with the following requirements by the deadline for qualification:

4.2.1 Submit a Request for Qualification in accordance with Model Form 1 (“Request for Qualification”) included in Annexe A;

4.2.2 Provide a power of attorney bearing the stamp of the company, notarially attested (if required by the legislation in force in the country where the Registered Subscriber has its registered offices) in favour of at least one person (“Principal Point of Contact”) and giving the latter the powers specified in Model Form 2 (“Power of Attorney”) included in Annexe A. The Registered Subscriber may designate, on said Form, a second person with the same powers (“Second Point of Contact”).

Elengy shall be entitled – and hereby reserves the right – to request the persons signing the Power of Attorney to provide additional proof of their authority to delegate the powers specified in the Power of Attorney.

4.2.3 Undertake the obligations specified in Model Form 3 (“Declarations”). To this end, one of the holders (or the holder) of the power of Attorney granted in accordance with Model Form 2 must sign a declaration on behalf of the Registered Subscriber, using for this purpose Model Form 3 included in Annexe A.

Registered Subscribers hereby undertake, in particular, to have the competency to fulfil the obligations resulting from the Open Season procedure; to follow the Allocation Rules; to indicate to Elengy any Related Party that, to the best of their knowledge, wishes to take part in the Open Season; and not to enter into collusion with other Registered Subscribers.

4.2.4 Provide a guarantee (“Guarantee”) for an amount equivalent to €150 per GWh/year of the Capacity which the Registered Subscriber wishes to acquire. The amount of the Guarantee will determine the maximum capacity which the Registered Subscriber may request and obtain at the end of the allocation process (“Maximum Capacity”).

The Guarantee may be in the form of a bank guarantee or a banker's deposit:

- In the case of a bank guarantee ("Independent Submission Guarantee"), the guarantee must consist of a valid, irrevocable and unconditional stand-by letter of credit in euro, issued by a bank whose registered offices are located in a Member State of the European Union and which has a rating of at least A by Standard & Poor's and A2 by Moody's. Furthermore, said guarantee must expire not earlier than 30 June 2010, and must be issued in favour of Elengy in the form and terms specified in Model Form 4 of Annexe A. It is hereby specified that should a Subscriber that has provided an Independent Submission Guarantee withdraw from the Open Season procedure in accordance with Clause 1.3 of these Rules, or should the Subscriber fail to qualify or not be selected as a Successful Tenderer (Capacity Holder), Elengy shall return the original of said Guarantee as soon as possible after the occurrence of the event in question.

The Independent Submission Guarantee must be received by Elengy at the Qualification and Submission Address by the Deadline for Qualification, at the latest.

- In the case of a banker's deposit, the Guarantee must be provided in the form of a payment credited to the following bank account:

Name of bank : BRED
SWIFT Code : BREDFRPP
Account Holder : Elengy Tonkin Encaissements
Account No. : 10107 00109 00718024886 46
IBAN : FR 76 1010 7001 0900 7180 2488 646
Reference : OPEN SEASON FOS-TONKIN

- The deposit must be effectively paid by the Deadline for Qualification. A deposit shall be deemed to be effectively paid when the full amount of the Guarantee has been credited to the above-mentioned bank account. It is hereby specified that should a Subscriber that has provided a banker's deposit withdraw from the Open Season procedure in accordance with Clause 1.3 of these Rules, or should the Subscriber fail to qualify or not be selected as a Successful Tenderer (Capacity Holder), Elengy shall return the deposit guarantee as soon as possible after the occurrence of the event in question.

4.2.5 Provide proof of its commitment to conclude – should Capacities be allocated to the Subscriber at the Fos-Tonkin Terminal – a transmission contract with the Network Operator for the transmission of gas immediately downstream from the LNG Terminal Transmission Interface Point ("Point d'Interface Transport Terminal Méthanier" – PITTM) of the Fos-Tonkin Terminal, covering, at the very least, the period for which Capacities have been allocated to the Subscriber. Said proof must comply with the requirements established by the Network Operator.

4.3 In order to be valid, the required qualification forms must be received by Elengy at the Qualification and Submission Address by the Deadline for Qualification, at the latest.

- 4.4 Where several Related Parties wish to qualify jointly for the Open Season, they must coordinate their action in order to appoint one of them to act as Qualified Subscriber representing all the Related Parties for the purposes of the Open Season.
- 4.5 Should it come to Elengy's knowledge that several Qualified Subscribers are Related Parties and that Clause 4.4 is not being complied with, Elengy shall request the parties concerned to comply with said clause. In the absence of an adequate response, Elengy will give priority to the Qualified Subscriber that has been the first to provide Elengy with all the elements necessary for qualification.
- 4.6 Within a reasonable period of time from the date of receipt of all the information and declarations as well as of the Guarantee required for a Registered Subscriber to qualify in accordance with Clauses 4.2 to 4.5, Elengy shall contact the Registered Subscriber in question to confirm that the latter qualifies for the Open Season or, as the case may be, to reject its request for qualification. Elengy will strive to ensure that said period of time does not exceed two (2) working days from receipt of said information, declarations and Guarantee. A Registered Subscriber whose qualification has been confirmed by Elengy is termed a "Qualified Subscriber".
- 4.7 Elengy may refuse to qualify a Registered Subscriber in the event that the latter does not comply with the terms of the Confidentiality Agreement or does not fulfil the qualification criteria set out in these Allocation Rules. Should a Request for Qualification be rejected, Elengy will explain the reason(s) for the rejection. Elengy shall be entitled, at its sole discretion, to indicate one or more inadequacies in a request and invite the Registered Subscriber concerned to submit a new Request for Qualification. In such an event, Elengy will set a deadline for receipt of said new Request for Qualification.
- 4.8 When a Request for Qualification is accepted, Elengy will provide the Principal Point of Contact, by means of Model Form 5 included in Annexe A, with a certificate stating that the Registered Subscriber has been accepted as a Qualified Subscriber and detailing the Maximum Capacity allocated to the latter. It is up to each Qualified Subscriber to ensure compliance with the obligations of the Confidentiality Agreement and to continue to fulfil the qualification criteria set out in the Allocation Rules.
- Elengy shall incur no liability whatsoever in respect of the qualification, the rejection of the application for qualification, or the revocation of the qualification of a Qualified or Registered Subscriber.
- 4.9 A Qualified Subscriber may withdraw from the Open Season at any time before the Binding Submission Deadline by transmitting a notice to this effect to Elengy before said deadline. In such an event, Elengy shall endeavour to send the Qualified Subscriber an acknowledgement of receipt of said notice within two (2) Working Days of the date of receipt of the notice.
- 4.10 A Qualified Subscriber may adjust the amount of the Guarantee within five (5) Working Days of the Binding Submission Deadline by transmitting a new Guarantee to Elengy by said deadline. Elengy shall then strive to send the Qualified Subscriber, within two (2) Working Days, by means of Model Form 5, an amended version of the Acceptance of Qualification of said Qualified Subscriber, detailing the Maximum Capacity applicable following adjustment of the amount of the Guarantee, and shall return to the Qualified Subscriber the Guarantee previously provided by the latter.
- 4.11 Qualified Subscribers must notify Elengy as soon as possible of any change that may affect the information supplied in the qualification documents. In all cases, the relevant notice must be received by Elengy within five (5) Working Days of the date of occurrence of the change in question. Elengy will then examine the new information and shall be entitled to request any

additional information, documents, commitments – or amendments to existing documents already submitted by the Qualified Subscriber – as may be necessary in the circumstances.

- 4.12 Elengy may revoke the qualification of a Qualified Subscriber at any time in the event that:
- 4.12.1 The Qualified Subscriber breaches the terms and conditions of these Allocation Rules or those of the Confidentiality Agreement; or
 - 4.12.2 The Qualified Subscriber is no longer entitled to take part in the Open Season owing to essential changes that have been notified to the Elengy in compliance with Clause 4.11; or
 - 4.12.3 It has come to Elengy's knowledge that the Qualified Subscriber did not fulfil the qualification criteria and does not yet fulfil them, or again in the event that some other important objective reason exists for revoking the qualification.
- Elengy shall explain the reason(s) for any such revocation.
- 4.13 Unless explicitly stated otherwise by Elengy, and only during this phase of the procedure (i.e. the qualification phase), all documents must be sent by registered mail with acknowledgement of receipt – or by using any other service (such as FedEx, DHL or UPS) that will provide the Registered Subscriber with an acknowledgement of receipt – and must be sent, furthermore, to the Qualification and Submission Address, except where the present Allocation Rules or any other contractual document provides otherwise.

Qualification and Submission Address

<p>Elengy Fos-Tonkin Open Season Direction Stratégie Développement Commercialisation 2-6 rue Curnonsky 75 017 Paris France</p>
--

- 4.14 All communications intended for Registered or qualified Subscribers shall be sent by Elengy in writing to the address of the Principal Point of Contact previously notified by said Registered Subscribers or Qualified Subscribers. Elengy shall also be entitled to transmit messages by fax or e-mail.

Contacts with Elengy

- 4.15 Elengy invites the Registered Subscribers and Qualified Subscribers to raise any questions they might have and will be available to deal with these questions. Registered Subscribers and Qualified Subscribers are invited to submit any such questions to the following address:
- E-mail: fostonkin-developpement@elengy.com
- 4.16 In order to ensure the non-discriminatory nature of the Open Season procedure, and depending on actual needs, Elengy shall regularly inform Registered Subscribers and Qualified Subscribers of the replies that Elengy gives to the various questions (once they have been rendered anonymous) raised by Registered or Qualified Subscribers within the framework of the Open Season.

5. Process of Allocation of Capacities to Qualified Subscribers

- 5.1 During the process of Allocation of Capacities to Qualified Subscribers, the latter will put forward their requests for Capacities by means of a Subscription Request.
- 5.2 The process of Allocation of Capacities to Qualified Subscribers shall include an initial phase for the submission of Non-Binding Subscription Requests, followed by an indicative allocation of Capacities to Qualified Subscribers on the basis of said Non-Binding Subscription Requests (“Non-Binding Phase”).
- 5.3 This phase shall be followed by a phase for the submission of Binding Subscription Requests, followed by an allocation of Capacities to Qualified Subscribers on the basis of said Binding Subscription Requests (“Binding Phase”).
- 5.4 Only Qualified Subscribers that have submitted a valid Non-Binding Subscription will be entitled to submit a Binding Subscription Request.
- 5.5 Elengy has decided that the allocation of capacities will take place according to the same modalities during the Non-Binding Phase and the Binding Phase unless, after analysing the results of the Non-Binding Phase, Elengy deems it necessary to modify the offer of capacity or the allocation modalities. Consequently, at this stage of the Open Season, the terms “Subscription Request” and “Submission Deadline” are used indifferently to designate Non-Binding and Binding Submission Requests and Submission Deadlines.

6. Submission of Subscription Requests

Expression of Subscription Requests

- 6.1 A Subscription Request submitted by a Qualified Subscriber S (“ DS^S ”) shall consist of a maximum of 10 Profiles (P_k^S , $k=1,2,\dots,10$). The Qualified Subscriber S shall specify, for each of its Profiles, the Capacity C_k^S , the Number of Unloading Operations D_k^S , and the Duration T_k^S .
- 6.2 To be considered valid, a Subscription Request must:
- 6.2.1 Be duly completed and signed by a person authorised by virtue of the Power of Attorney and, furthermore, be drawn up in accordance with the model Subscription Request reproduced in Annexe B;
 - 6.2.2 Be submitted in accordance with Clause 6.5;
 - 6.2.3 Comprise at least one and no more than ten Profiles;
 - 6.2.4 Include for each Profile k the following information, in a legible way:
 - 6.2.4.1 Capacity C_k^S expressed in annual volume (GWh/year), with no figures after the point;
 - 6.2.4.2 The Number of Unloading Operations D_k^S (expressed in annual terms, as the number of Unloading Operations per year) associated with Capacity C_k^S , as a whole number with no decimals after the point;
 - 6.2.4.3 The Duration of T_k^S expressed as the number of Intervals, as a whole number with no decimals after the point.
 - 6.2.5 Be such that the sum of the Capacities requested by the Qualified Subscriber in the relevant Subscription Request is less than or equal to the Subscriber’s Maximum Capacity;
 - 6.2.6 Be such that, for each of the Profiles P_k^S , the values of the Capacities, the Number of Unloading Operations and the Durations are:
 - 6.2.6.1 Either strictly positive and such that:
 - Capacities C_k^S are higher than or equal to 5,000 GWh/year (“Base Limit/Capacity”);

- The Durations are less than or equal to 20.
- 6.2.6.2 Or nil, an unrecorded value being considered nil, any Profile associated with a nil value of the Capacity or of the Number of Unloading Operation or of the Duration being not taken into account for the allocation of the Capacities;
- 6.2.7 Include at least one Profile associated to a non-nil Capacity, a non-nil Number of Unloading Operation and a non-nil Duration;
- 6.2.8 Be sent to the Qualification and Submission Address and received by the Submission Deadline, in accordance with Clause 6.5.
- 6.3 An invalid Subscription Request in the meaning of Clause 6.2 (“Invalid Subscription Request”) shall not be taken into account by Elengy when allocating Capacities.
- 6.4 In order to enable Elengy to take account of their specific needs, Qualified Subscribers are also invited to specify, optionally, in their Subscription Requests, the following elements:
 - 6.4.1 The type and size (in m³ of LNG) of the tanker(s) envisaged;
 - 6.4.2 The envisaged LNG loading port(s);
 - 6.4.3 Any other service(s) desired.

Communication of Subscription Requests

- 6.5 In order to take part in the Open Season, Qualified Subscribers must submit their Subscription Requests in accordance with the model reproduced in Annexe B. The Subscription Request must:
 - 6.5.1 Be inserted in an envelope bearing the mention “Fos-Tonkin Open Season – Do not open” and the company name of the Qualified Subscriber. This envelope must itself be contained in an external envelope addressed to the Qualification and Submission Address;
 - 6.5.2 Be sent by registered mail with acknowledgement of receipt or by means of some other service, such as FedEx, DHL or UPS, which will provide the Qualified Subscriber with an acknowledgement of receipt;
 - 6.5.3 Be received at the Qualification and Submission Address by the Submission Deadline at the latest.
- 6.6 In the event that Elengy receives several Subscription Requests associated with one and the same Qualified Subscriber, Elengy shall only keep the latest Subscription Request received from the Qualified Subscriber concerned by the Submission Deadline, and all previous Subscription Requests shall be ignored.
- 6.7 The inner envelope containing the Subscription Requests shall be kept unopened by Elengy at least until the next day after the Submission Deadline.

- 6.8 At the earliest on the day after the Submission Deadline, Elengy shall open all the envelopes containing Subscription Requests.
- 6.9 In the event of a Subscription Request being invalid, Elengy shall immediately contact the relevant Qualified Subscriber, who shall then have a maximum of two (2) Working Days to submit a new, valid Subscription Request to the Qualification and Submission Address, in accordance with Clauses 6.5.1 and 6.5.2, or, if necessary, by fax at the request of Elengy. In the event that no valid Subscription Request is received at the Qualification and Submission Address within the deadline from the Qualified Subscriber concerned, then the Subscription Request from the latter shall be considered an invalid Subscription Request.
- 6.10 Pursuant to the previous clause, Elengy shall notify any Qualified Subscribers which have not submitted valid Subscription Requests...
- During the Non-Binding Phase, that their qualification has been revoked;
 - During the Binding Phase, that their Subscription Request shall not be taken into account when allocating Capacities.
- 6.11 On the basis of the valid Subscription Requests received, Elengy shall apply the allocation modalities described in Section 7 for the Non-Binding Phase and in Section 8 for the Binding Phase.

7. Non-Binding Phase: Non-Binding allocation of Capacities to Qualified Subscribers

- 7.1 The capacity-allocation modalities presented in this section shall be applied by Elengy to all valid Non-Binding Subscription Requests made by Qualified Subscribers and received at the Qualification and Submission Address by the Non-Binding Submission Deadline, in accordance with Clause 6.5.

Introduction – Non-Binding Phase

- 7.2 On the basis of the Submission Model Form (Model Form I of Annexe B), Qualified Subscribers shall send their Subscription Requests to the Qualification and Submission Address by the Non-Binding Submission Deadline, in accordance with Clause 6.5.
- 7.3 Elengy shall allocate Capacities to the Qualified Subscribers, on the basis of their Non Binding Subscription Requests, up to the Total Capacity associated with the Higher-Capacity Project.
- 7.4 The Capacities allocated by Elengy (“Allocated Capacities”) to Qualified Subscribers by the end of this process shall then be used by Elengy to perform an Economic Test on the basis of the Higher-Capacity Project.
- 7.5 If the results of the Economic Test are not satisfactory, Elengy shall allocate Capacities to the Qualified Subscribers, on the basis of their Non Binding Subscription Requests, up to the Total Capacity associated with the Lower-Capacity Project. The Capacities allocated by Elengy (“Allocated Capacities”) to Qualified Subscribers by the end of this process shall then be used by Elengy to perform an Economic Test on the basis of the Lower-Capacity Project.

Selection of long-term renewal project

- 7.6 Elengy shall initially consider the Higher-Capacity Project and then proceed in accordance with the following clause.

Profile selection process

- 7.7 In order to choose the Profiles to which Capacities are to be allocated, Elengy shall follow a selection process comprising the following 3 stages:

Stage 1 – Ranking of Capacity Requests

- 7.8 Elengy will establish the Ranking Order of all the Profiles, i.e. an ordered list of Profiles, in accordance with Clauses 7.9 to 7.16. It should be noted that several Profiles may be ranked differently for one and the same Qualified Subscriber.
- 7.9 Elengy shall rank the Profiles according to their Duration, giving priority to Profiles with a longer Duration.
- 7.10 In the event that, pursuant to the previous clause, two or more Profiles are ranked equally, Elengy will divide said Profiles into two groups:

- Group 1: Profiles associated with an Average Unloading Rate, defined as the ratio of the Capacity to the Number of Unloading Operations higher than or equal to 400 GWh per Unloading Operation;
 - Group 2: Profiles associated with Average Unloading Operations strictly below 400 GWh per Unloading Operation.
- 7.11 Profiles of equal Duration in Group 1 shall be given priority over Profiles of equal Duration in Group 2.
- 7.12 In the event that, pursuant to the previous clause, two or more Profiles are ranked equally, Elengy will divide said Profiles of equal Duration and belonging to the same Group into two categories:
- Category A: Profiles associated with Capacities higher than or equal to twice the Base Capacity;
 - Category B: Profiles associated with Capacities strictly below twice the Base Capacity.
- 7.13 All Profiles of equal Duration, belonging to the same Group in Category A shall be ranked equally and shall have priority over Profiles of equal Duration, belonging to the same Group in Category B.
- 7.14 Profiles of equal Duration and belonging to the same Group in Category B shall be ranked in descending order of Capacity, i.e. giving priority to Profiles associated with higher Capacities.
- 7.15 Elengy shall identify the Profiles which, for a given Qualified Subscriber, are such that, pursuant to the preceding clauses, the sum of the Capacities of the Profiles ranked on the basis of said priorities is higher than or equal to 66.7% of the Total Capacity ("Identified Profiles"). In the event that said Identified Profiles have the same Duration as one or more Profiles submitted by other Qualified Subscribers ("Priority Profiles"), said Identified Profiles shall be ranked immediately below the Priority Profiles.
- 7.16 In the event that, pursuant to the preceding clauses, two or more Profiles are ranked equally, Elengy will decide between the equal-priority Profiles by lot under the supervision of a Court Clerk.
- 7.17 At the end of the process described in Clauses 7.8 to 7.16, Elengy will have established the Ranking Order of the various Profiles submitted by Qualified Subscribers. Elengy shall then assign the first rank to the Profile with the highest priority in the Ranking Order, then the second rank to the following Profile, and so forth, until all Profiles have been considered.

Stage 2 – Selection of Profiles

- 7.18 On the basis of the Ranking Order previously established during Stage 1, Elengy shall select Profiles such that the sum of the Capacities associated with the Profiles is higher than or equal to the Total Capacity.
- 7.19 To this end, Elengy shall proceed as follows:
- 7.19.1 Elengy shall first select the Profile that has priority according to the Ranking Order, i.e. the Profile to which Rank 1 has been assigned;

7.19.2 Elengy shall then identify the first Profile with a higher Rank than the previously identified Rank;

7.19.3 Elengy shall then calculate the sum of the Capacities associated with the previously selected Profiles and the Capacity associated with the Profile with the Rank identified in Clause 7.19.2:

7.19.3.1 If this sum is less than or equal to the Total Capacity, then Elengy shall select the Profile previously identified in Clause 7.19.2 and shall proceed again in accordance with Clause 7.19.2, unless the last Rank to be identified corresponds to the last Rank in the Ranking Order, in which case Elengy shall proceed in accordance with Clause 7.20;

7.19.3.2 In the opposite case, Elengy shall not select the identified Profile and shall proceed in accordance with Clause 7.20.

7.20 Elengy shall then allocate the Total Capacity remaining after implementing Clause 7.19. To this end, Elengy shall estimate the Total Capacity Balance as the difference between Total Capacity, on the one hand, and the sum of the Capacities associated with the Profiles selected after implementation of Clause 7.19, on the other hand.

If the Capacity Balance is higher than or equal to 10% of the Base Capacity, Elengy shall proceed in accordance with Clauses 7.20.1 and following. Otherwise, Elengy shall proceed in accordance with Clause 7.21.

7.20.1 Elengy shall identify the highest-rank Profile that has been selected after implementation of Clause 7.19, i.e. the Profile with Rank N, as well as the Profile with the Rank immediately above the latter, i.e. the Profile with Rank N+1;

7.20.2 Elengy shall then adjust the Profile with Rank N+1 by:

- Giving the Capacity a value equal to the Total Capacity Balance;
- Giving the Number of Unloading Operations a value equal to the Number of Unloading Operations initially requested by the Qualified Subscriber, multiplied by the Total Capacity Balance and divided by the Capacity initially requested by the Qualified Subscriber, the result being rounded to the closest whole number.

In addition to the Profiles selected after implementation of Clause 7.19, Elengy shall select this Profile with Rank N+1, taking into account the above-mentioned adjustments. Said Profile is termed the "Rationed Profile".

7.21 The Profiles selected after implementation of Clauses 7.19 and 7.20 are termed " Selected Profiles". Elengy shall then proceed to Stage 3.

Stage 3 – Notification of Selected Profiles to the Qualified Subscribers

7.22 Elengy shall notify the Qualified Subscribers of their Selected Profiles by proceeding as follows:

- 7.22.1 Where appropriate, Elengy shall identify the Selected Profiles associated with the Qualified Subscriber that has submitted the Rationed Profile, and shall proceed in accordance with the following clauses:
- 7.22.1.1 By means of the Notice/Confirmation Model Form (Model Form II, presented in Annexe B), Elengy shall notify the Qualified Subscriber of the selection of the latter's Selected Profiles;
- 7.22.1.2 The Qualified Subscriber shall contact Elengy to either confirm or disconfirm the selection of the entirety or part of the Rationed Profile in accordance with the following provisions:
- 7.22.1.2.1. If the Qualified Subscriber does not confirm, by the deadline specified in Model Form II, that it wishes to be allocated the entirety or part of the Rationed Profile:
- By means of the Notice/Confirmation Model Form, Elengy shall notify the Qualified Subscriber of the Selected Profiles associated with the Subscriber concerned, taking into account the fact that its Rationed Profile has not been allocated to it;
 - Elengy shall then proceed in accordance with Clause 7.19.2, unless the Rank of the Rationed Profile corresponds to the last Rank in the Ranking Order, in which case Elengy shall proceed in accordance with Clause 7.22.2.
- 7.22.1.2.2. If the Qualified Subscriber confirms, by the deadline specified in Model Form II, that it wishes to be allocated the entirety or part of the Rationed Profile:
- By means of the Notice/Confirmation Model Form, Elengy shall notify the Qualified Subscriber of the Selected Profiles associated with the Subscriber concerned, taking into account the part of the Rationed Profile that must be allocated to it;
 - Elengy shall then proceed in accordance with Clause 7.19.2, unless the Rank of the Rationed Profile corresponds to the last Rank in the Ranking Order, or unless the Qualified Subscriber has notified Elengy that it wishes to be allocated all the Capacity proposed for the Rationed Profile in which case Elengy shall proceed in accordance with Clause 7.22.2.
- 7.22.2 Elengy shall identify the Selected Profiles associated with the Qualified Subscribers that have not submitted a Rationed Profile, and shall notify said Subscribers – by means of the Notice/Confirmation Model Form – of the selection of their Selected Profiles.

7.23 Elengy shall then proceed in accordance with the following clauses.

Economic Test

7.24 Elengy shall proceed to determine the average tariff for the Subscription Period ("Projected Average Tariff"), which is contingent on:

- The Selected Profiles, following implementation of Clause 7.22;
- The costs incurred to implement the Project considered;
- The economic conditions, including the regulatory framework, applied to determine the utilisation tariffs of the methane terminals as of 1 January 2010.

7.25 Elengy shall then check that the Projected Average Tariff is lower than or equal to the Indicative Maximum Tariff. The results of the Economic Test shall be considered satisfactory if the Projected Average Tariff is lower than or equal to the Indicative Maximum Tariff and, conversely, as unsatisfactory if this is not the case.

7.26 If the project considered is the Higher-Capacity Project, and if the Economic Test applied to the Higher-Capacity Project is satisfactory, Elengy shall:

- Allocate the Capacities associated with the Selected Profiles;
- Inform the Qualified Subscribers whose Profiles have been selected of the Capacities allocated to them;
- Initiate the Binding Phase on the basis of the Higher-Capacity Project.

7.27 If the project considered is the Higher-Capacity Project, and if the Economic Test applied to the Higher-Capacity Project is not satisfactory, Elengy shall proceed in accordance with Clause 7.7, turning to consider the Lower-Capacity Project.

7.28 If the project considered is the Lower-Capacity Project, and...:

- If the Economic Test is satisfactory, Elengy shall:
 - Allocate the Capacities associated with the Selected Profiles;
 - Inform the Qualified Subscribers whose Profiles have been selected of the Capacities allocated to them;
 - Initiate the Binding Phase on the basis of the Lower-Capacity Project.
- If the Economic Test is not satisfactory, Elengy shall inform the Qualified Subscribers of the results of the Economic Test and shall initiate the Binding Phase on the basis of the Lower-Capacity Project.

7.29 Elengy shall then proceed in accordance with the following clauses.

8. Binding Phase: Binding Allocation of Capacities to the Qualified Subscribers

Communication of the results of the Non-Binding Phase and Review of the Allocation Rules

- 8.1 Elengy shall proceed to analyse the results of the Non-Binding Phase and shall communicate a summary presentation of the results of the Non-Binding Phase, in a form certain to uphold due confidentiality of the Profiles submitted by the Qualified Subscribers, to the Qualified Subscribers who have submitted a Non-Binding Request no later than by the Date of Notification of the Results of the Non-Binding Phase.
- 8.2 In consideration of needs and requirements, in light of the results of the Non-Binding Phase and further to consultation with the CRE, Elengy shall identify the modifications that need to be brought to the allocation modalities applied during the Non-Binding Phase. In the event:
- said modalities shall be set out in a new version of the Information Memorandum and an amended version of the present Allocation Rules and its annexes if appropriate, both submitted to the CRE for approval and communicated to the Qualified Subscribers who have submitted a Non-Binding Request.
 - the CRE shall approve by deliberation said amendments to be considered as significant, in which case the payment as provided for under Clause 8.7, in compliance with the Statements by the Qualified Subscribers, shall not be due.

Submission of Binding Subscription Requests

- 8.3 The Qualified Subscribers shall then be invited to submit a Binding Subscription Request by the Binding Submission Deadline in accordance with Clause 6.5.
- 8.4 Elengy shall then proceed to validate the Subscription Requests in accordance with the Clauses of Section 6.
- 8.5 Elengy shall estimate the total volume of gas ("Total Volume of Gas") associated with each of the Non-Binding and Binding Subscription Requests, as the sum of the products of the Profile Durations and the Profile Capacities associated with said Subscription Requests.
- 8.6 Elengy shall estimate, for each Qualified Subscriber, the ratio ("Relative Difference between Total Volumes") between:
- On the one hand, the Total Volume of Gas of the Non-Binding Subscription Request, and
 - On the other hand, the absolute value of the difference between the Total Volume of Gas of the Non-Binding Subscription Request and the Total Volume of Gas of the Binding Subscription Request.
- 8.7 Elengy shall communicate the following information to each of the Qualified Subscribers for which the Relative Difference between Total Volumes is higher than 30% ("Differentiated Subscribers"):

- The value of the estimated Relative Difference between Total Volumes for the Qualified Subscriber concerned;
- That the Subscriber has an obligation, in the event that (i) no capacity is allocated by the end of the Binding Phase, and (ii) provided the Allocation Rules have not been amended in a significant manner between the Non-Binding Phase and the Binding Phase, to pay Elengy a €100,000 in contribution to the costs of the Fos-Tonkin Open Season.

Selection of long-term renewal project

- 8.8 Elengy shall pursue the allocation process by considering the Project selected at the end of the Non-Binding Phase.

Profile Selection Process

- 8.9 Elengy shall pursue the process by selecting, in accordance with Clauses 7.7 to 7.23, the Profiles associated with the valid Binding Subscription Requests. The process is expected to be completed by the End Date of the Binding Phase.

Economic Test

- 8.10 Elengy shall proceed to perform the Economic Test in accordance with Clauses 7.24 and 7.25.

- 8.11 If the project considered is the Higher-Capacity Project, and should the Economic Test be...:
- satisfactory, Elengy will close the Binding Phase and further consider the Higher-Capacity Project;
 - Unsatisfactory, Elengy will proceed to allocate the capacities in accordance with Clauses 8.9 and following, albeit turning to consider the Lower-Capacity Project.

- 8.12 If the project considered is the Lower-Capacity Project, and assuming furthermore that the Economic Test is satisfactory, Elengy:
- Shall determine whether, without calling into question the selection of Selected Profiles, the additional Capacities associated with the Higher-Capacity Project can be allocated to Profiles that have not previously been selected, while at the same ensuring that the results of the Economic Test applied after said allocation continue to be satisfactory.

To this end, Elengy shall:

- Identify the Profiles – submitted by Qualified Subscribers – which have not been selected after implementation of Clause 8.9 ("Remaining Profiles");
- Consider a project whose total capacity would be equal to the difference between the Higher Total Capacity and the Lower Total Capacity ("Incremental Project");

- Apply Clauses 7.7 to 7.23 to said Remaining Profiles and to the Incremental Project, and determine whether any Profiles are selected following implementation of these clauses ("Additional Profiles"), these Additional Profiles being added to the list of Selected Profiles;
 - Proceed to perform the Economic Test in accordance with Clauses 7.24 and 7.25, considering the Higher-Capacity Project and the Selected Profiles;
 - If the results of this Economic Test are satisfactory, Elengy shall close the Binding Phase and consider these Selected Profiles and the Higher-Capacity Project.
- In the event that the results of the Economic Test provided for in the previous point are unsatisfactory, Elengy shall close the Binding Phase and consider the Selected Profiles identified after implementation of Clause 8.9 and the Lower-capacity Project.

8.13 In the event that the results of the Economic Test are unsatisfactory:

- Where the sum of the Selected Profiles represents, on average, a Capacity higher than or equal to 36,000 GWh/year, Elengy shall organise a Consultation ("Consultation") among the Qualified Subscribers that have made Subscription Requests to discuss how best to plan the long-term expansion of capacities at the Fos-Tonkin terminal on the basis of the previously considered Higher- or Lower-Capacity Projects.

As part of said Consultation, Elengy shall move to:

- Inform the Qualified Subscribers of the main results obtained from the application of the Economic Test to the Lower-Capacity Project and, if appropriate, the Higher-Capacity Project and, in particular, inform the Qualified Subscribers of:
 - the Projected Average Tariff;
 - the Annual Total Capacities subscribed to by the Qualified Subscribers over the Subscription Period
- Request each of the Qualified Subscribers, if they wish to be allocated Capacities with a Projected Average Tariff that is higher than the Indicative Maximum Tariff or if they wish to submit a new Binding Subscription Request, to notify Elengy of:
 - whether they are interested in being allocated Capacities with a Projected Average Tariff that is higher than the Indicative Maximum Tariff or in submitting a new Binding Subscription Request with a Projected Average Tariff that is lower than the Indicative Maximum Tariff,
 - a new Binding Subscription Request, which may be different from the previous Binding Subscription Request, or nil, in which case Elengy shall assume that the Qualified Subscriber concerned is not interested in being allocated Capacity.

- Elengy shall inform Qualified Subscribers of the modalities to communicate the Binding Subscription Requests to be submitted as part of the Consultation, detailing in particular the relevant deadlines and means of communication. In particular, Elengy plans to set a new End Date of the Binding Phase and a new Deadline for Dispatch of the Submission Agreements;
 - a Comparative Tariff that is strictly higher than the Indicative Maximum Tariff;
 - the agreement from the Qualified Subscriber for Elengy to apply;
 - the selection principles for the Profiles used during the Binding Phase, applied to the Subscription Requests, which may have been amended as part of the Consultation;
 - of the Economic Test intended under Clauses 7.24 and 7.25 in consideration of the Comparative Tariffs in place and instead of the Indicative Maximum Tariff.
- At the end of said Consultation:
- Elengy shall notify the Qualified Subscribers of the Capacities they may be allocated and of the corresponding Projected Average Tariff;
 - the Qualified Subscribers who wish to be allocated Capacities are subsequently to confirm their interest in said Capacities to Elengy;
 - Elengy shall declare the end of the Binding Phase and notify the Qualified Subscribers thereof.
- Where the sum of the Selected Profiles represents, on average, a Capacity strictly lower than 36,000 GWh/year, Elengy shall:
- Declare the end of the Binding Phase and notify this to the Qualified Subscribers;
 - Close the Open Season without allocating any Capacity.

Allocation of Capacities

- 8.14 Following the close of the Binding Phase, Qualified Subscribers that have been allocated non-nil capacities at the end of this process shall be designated as capacity holders at the Fos-Tonkin terminal (“Capacity Holders”). For each Capacity Holder and each Interval of the Subscription Period, Elengy shall determine the sum:

- of the Capacities that have been allocated to the Qualified Subscriber concerned ("Allocated Capacities");
 - of the Numbers of Unloading Operations that have been allocated to the Qualified Subscriber ("Number of Allocated Unloading Operations").
- 8.15 In the event that no Qualified Subscriber is designated as Capacity Holder and that the Allocation Rules have not been amended in a significant manner between the Non-Binding Phase and the Binding Phases, Elengy shall bill each of the Differentiated Subscribers €100,000 in conformity with the commitment made. This amount shall be payable in accordance with the payment modalities set out in the General Conditions of the ALNGT Contract.
- 8.16 Elengy shall prepare, for each Capacity Holder, a Subscription Agreement, including in particular, among the Special Conditions, the following indications:
- Date of Start of Validity: 1st October 2014;
 - Date of End of Validity: end date of the last Interval for which the Capacity Holder has been allocated a non-nil Capacity;
 - Contractual Unloaded Quantity (CUQ) for each Billing Period: quantity, expressed in MWh, equal to the Allocated Capacity associated with the Interval corresponding to said Billing Period;
 - Number of Contractual Unloading Operations (NCU) for each Billing Period: whole number equal to the Number of Unloading Operations associated with the Interval corresponding to said Billing Period;
 - "Continuous" or "uniform" service: For each Billing Period, the regasification service associated with the Contractual Unloaded Quantity for the Billing Period concerned is:
 - o Defined as a "continuous" service if the Number of Contractual Unloading Operations is strictly higher than 12 Unloading Operations;
 - o Defined as a "uniform" service if the Number of Contractual Unloading Operations is strictly lower than 10 Unloading Operations;
 - o Specified by the Capacity Holder as "uniform" or "continuous" if the Number of Contractual Unloading Operations is included between 10 and 12 Unloading Operations.

- 8.17 Elengy shall strive to send Capacity Holders the Subscription Agreement, duly completed and signed by Elengy, by the Deadline for Dispatch of the Subscription Agreements. In accordance with Model Form 3, Capacity Holders have an unconditional obligation to return to Elengy a copy of the Subscription Agreement, duly signed and initialled, within 10 Working Days of the Date of Dispatch, by Elengy, of the Subscription Agreement completed and signed by Elengy. Elengy shall make every reasonable effort to return, to each Capacity Holder, the Guarantee constituted as part of the Capacity Holder's Open Season qualification process, within five (5) Working Days of the date when the Capacity Holder constitutes the guarantee provided for in Paragraph 10.1 of the General Conditions of the Subscription Agreement.
- 8.18 Elengy shall notify the Network Operator of the identity of the Capacity Holders and the Capacities allocated to them in each Interval.
- 8.19 Furthermore, Elengy shall notify:
- All Qualified Subscribers of the total Capacities allocated at the Fos-Tonkin terminal by the end of the Binding Phase;
 - Qualified Subscribers that have not been designated as Capacity Holders, the fact that no Capacity has been allocated to them by the end of the Binding Phase.

Allocation of available Capacities after the close of the Binding Phase

- 8.20 After the close of the Binding Phase, any Capacities that may become available if a project for long-term renewal of the Fos-Tonkin terminal is implemented shall be published on the Elengy website. Said available Capacities shall again be allocated according to the "first come, first served" rule or any other transparent and non-discriminatory rules established by Elengy, in accordance with the regulations in force.

9. Commitment Decision

- 9.1 After the close of the Binding Phase, Elengy will perform an analysis of the results of the Binding Phase. This analysis will serve as the basis for deciding whether or not to implement the long-term renewal project (“Commitment Decision”).
- 9.2 With a view to preparing the Commitment Decision, Elengy shall update the total amount of investment required over the 2011-2020 period for the Project considered and shall determine the relevant Projected Average Tariff in accordance with Clause 7.24 (“Adjusted Projected Average Tariff”).
- 9.3 Should the total amount of investment required for the Project considered exceed the amount communicated by Elengy in the Information Memorandum by more than 25%, then:
- 9.3.1 Elengy shall notify the Capacity Holders of this fact and of the associated Adjusted Projected Average Tariff. Within a maximum period of two (2) weeks of the date of sending said notification, Capacity Holders shall be entitled to rightfully terminate the Subscription Agreement without any kind of indemnity being due from them or from Elengy;
- 9.3.2 In the event that, pursuant to the previous clause, one or more Capacity Holders terminate their Subscription Agreements, Elengy shall iteratively and as many times as necessary:
- Determine the Adjusted Projected Average Tariff in accordance with Clause 9.2 and taking into account the agreement termination(s) that have occurred pursuant to Clause 9.3.1;
 - Notify the remaining Capacity Holders of the new Adjusted Projected Average Tariff. Within a maximum period of two (2) Working Days of the date of said notification, Capacity Holders shall be entitled to rightfully terminate the Subscription Agreement without any kind of indemnity being due from them or from Elengy.
- 9.4 Elengy expects the Commitment Decision to be taken by the end of October 2010. This Commitment Decision will be subject to the following conditions:
- The administrative permits are obtained for the long-term project;
 - The Network Operator reaches a positive investment decision with regard to the capacity increases that will be required at the Fos PITTM for gas send-out downstream from the Fos-Tonkin terminal as a result of implementation of the long-term project.
- 9.5 The Commitment Decision whether or not to implement a long-term renewal project (possibly reviewed on the basis of an analysis of the Profiles and Elengy’s financial criteria) belongs to the Board of Directors of Elengy. The Commitment Decision shall specify, in particular, the Total Capacity to be developed, i.e. the Capacities for each of the Intervals in the Subscription Period which Elengy decides to develop in order to make them available to the market following the Open Season procedure.
- 9.6 Following its Commitment Decision, Elengy will close the Open Season.

Communication by Elengy following the close of the Open Season

- 9.7 Following the close of the Open Season, Elengy shall inform the CRE, the Network Operator, the Qualified Subscribers and the general public of its decision whether or not to implement a project for the long-term renewal of the Fos-Tonkin terminal.

Annexe A: Model Forms for Qualification

- Model Form 1: Request for Qualification
- Model Form 2: Powers of Attorney
- Model Form 3: Declarations
- Model Form 4: Independent Submission Guarantee
- Model Form 5: Acceptance of Qualification

Model Form 1: Request for Qualification

Name of the Company:

.....

For the attention of:

Elengy
Fos-Tonkin Open Season
Direction Stratégie Développement Commercialisation
(M. Pierre Cotin)
2-6 rue Curnonsky 75 017 Paris
France

Date:

Further to the communication of the Allocation Rules by Elengy in the framework of the Fos-Tonkin Open Season, we wish to participate in the Open Season.

To this end, we hereby send you Model Form 2 (Power of Attorney) and Model Form 3 (Declarations) – based on the models attached to the Allocation Rules – duly completed, initialled and signed.

(Delete as appropriate) Furthermore, we send you our bank guarantee, based on the model attached to the Allocation Rules.

(Delete as appropriate) Furthermore, we hereby inform you that we have made a bank transfer in accordance with the Allocation Rules in order to provide the required Guarantee.

Name/Title:

Company:

Signature:

Attachments:

- Power of Attorney
- Declarations
- Independent Submission Guarantee *(Delete as appropriate)*

Model Form 2: Power of Attorney¹

I, the undersigned
(First name, SURNAME)

Acting in the capacity of:
(Function)

Representing the company:
(Name of company)

With registered offices
at:
(Address of registered
offices)

Registered in the: With the number

(hereinafter referred to as "the Company")

Hereby authorise the following Points of Contact:

1. Principal Point of Contact

First name, SURNAME:	.....
Position within the company:	.....
Address:	..... .....
Telephone number:	.....
Fax number:	.....
E-mail:	.....
Date and signature:	.....

2. Second Point of Contact

First name, SURNAME:	.....
Position within the company:	.....
Address:	..... .....

¹ If required by the legislation of the country where the company is registered, please return this Power of Attorney in the form of an official deed or document authenticated by a notary.



Telephone number:	.....
Fax number:	.....
E-mail:	.....
Date and signature:	.....

To carry out, for and on behalf of the Company, the following actions in relation to the Fos-Tonkin Open Season organised by Elengy:

- sign and make all the necessary declarations to qualify as a Qualified Subscriber (including in particular the declarations that must be made in accordance with Model Form 3);
- submit a Subscription Request and transmit or receive communications concerning the Open Season and – as and when appropriate – conclude the Subscription Agreement;
- sign and endorse any document, contract or commitment, whatever its nature, in relation to the Fos-Tonkin Open Season;
- take, on behalf of the Company, any other measures that are necessary or appropriate for the purposes of the Fos-Tonkin Open Season;
- perform all other reasonably necessary actions to fulfil the Company's obligations resulting from the Fos-Tonkin Open Season.

The terms have the meaning defined in the Allocation Rules or in this document:

Done in: (Place)	.....
On: (Date)	.....
Signature of the grantor of the Power of Attorney:	.....
In the presence of ² : (Name and function):	.....
Signature:	.....

2 In some countries, the signature of a notary may be required.

Model Form 3 – Declarations

A: Elengy

I, the undersigned (name of one of the persons designated in Model Form 2), duly authorised to make declarations concerning the matters described below, accept, confirm and guarantee the following, on behalf of

.....
(the "Company"):

1. La Company is duly incorporated as a company, operates legally in accordance with the law applicable to it and pursues commercial activities;
2. The financial situation of the Company is sound, the Company is capable of paying its debts on time, it is not insolvent and is not in receivership or liquidation;
3. The Company is capable of fulfilling its obligations resulting from the Open Season, and the fulfilment of said obligations has been duly authorised, where appropriate, by all the decisions required of the Company's decision-making bodies. Said obligations (including any subsequent agreement) constitute, for the Company, valid and unconditional obligations, which apply to it in accordance with their terms, except where said application is limited by the legislation in force concerning bankruptcy, insolvency and/or reorganisation or any other similar law;
4. The obligations of the Company pursuant to the Open Season are not in conflict with, nor do they infringe or violate any law applicable to the Company, nor any provision of its Articles of Association nor any applicable decision or judgement of a court or of any other public body, nor do they entail non-compliance with the terms of a contract or agreement to which the Company is party or by which it is bound;
5. The obligations of the Company pursuant to the Open Season do not require the Company to obtain any approval, authorisation, measure, submission or notice from any public body or other competent legal person nor registration with, or notification of, any public body or other competent legal person under the provisions of any law, agreement or contract to which the Company is party or by which it is bound; or, where required, that such approvals, authorisations, measures, submissions or notices have been duly obtained, carried out or performed and are fully valid and applicable or shall be obtained, carried out or performed within the established time limits;
6. To the best of the knowledge of the Company, no entity in relation to which the Company is a related Party wishes to qualify or has already qualified as a Qualified Subscriber for the Open Season or, where such a Related Party wishes to qualify or is already qualified as a Qualified Subscriber for the Open Season, it has already informed Elengy of this fact;
7. The Company shall observe the Allocation Rules;
8. The Company has not entered into collusion nor shall it enter into collusion with other Qualified Subscribers in the framework of the Open Season in order to obtain an advantage. In spite of the foregoing, the Company may conclude agreements with one or more Related Parties concerning their joint participation or that of a Related Party in the Open Season, provided they give Elengy prior notice thereof;
9. The information received by the Company in relation to the Open Season shall be treated by the Company on a confidential basis, in accordance with the terms of the Confidentiality Agreement which the Company has signed;



10. The Company agrees that all actions carried out by itself or on its behalf in its capacity as Qualified Subscriber should be considered as having taken place in France;
11. The Company hereby declares that it is familiar with the clauses and conditions concerning the Subscription Agreement. Should the Company be allocated regasification Capacities following the Open Season, it agrees to be bound by said clauses and conditions. Furthermore, the Company undertakes to return the Subscription Agreement, duly signed and initialled, in accordance with said clauses and conditions, within 10 Working Days of the date of dispatch, by Elengy, of the Subscription Agreement, completed and signed by Elengy;
12. In accordance with the Allocation Rules, the Company has provided or shall provide a guarantee ("Guarantee"), for a principal amount equivalent to €150 per GWh/year, applied to the Capacity which the Registered Subscriber wishes to acquire, i.e. €..... . This Guarantee is constituted by means of (a transfer to Elengy's bank account) / (a stand-by letter of credit) (*Delete as appropriate*);
13. The Company undertakes to pay Elengy a €100,000 in contribution to the costs of the Fos-Tonkin Open Season in the event that (i) the Binding Subscription Request submitted by the Company is significantly different from the previously submitted Non-Binding Subscription Request, a Binding Subscription Request being deemed to differ significantly from the Non-Binding Subscription Request when the absolute value of the difference between the total volumes of gas to be unloaded under the two Subscription Requests represents more than 30% of the total volume of gas to be unloaded under the Non-Binding Subscription Request, the total volumes of gas to be unloaded being defined as the sum of the products of the Profiles' durations and their capacities; and (ii) the Allocation Rules have not been amended in a significant manner between the Non-Binding Phase and the Binding Phase and (iii) no capacity is allocated by the end of the Binding Phase;
14. The Company undertakes to reserve – should Capacities be allocated to it at the Fos-Tonkin Terminal – daily entry capacity on the System Operator's transmission system at the Fos PITTm, by means of an ad hoc subscription agreement based on the capacity that will be allocated to the Company each year;
15. The Company has accepted and endorsed the terms of the present declarations in its own name (rather than acting as an agent, trustee or in any other capacity).

The Company fully understands and agrees that the Subscription Request made during the Open Season is irrevocably binding. The capitalised terms used in this Model Form have the meaning given to them in the Allocation Rules or in this document.

This Model Form is governed by, and should be interpreted in accordance with, French legislation.

Name: (it must be that of a person designated in Model Form 2)	Position:
.....
.....

Signature: (it must be that of a person designated in Model Form 2)

.....

Date:

Model Form 4: Independent Submission Guarantee

Elengy

2-6 rue Curnonsky 75 017 Paris

France

Dear Sirs/Madams,

We are acting on instruction from our client, (Company), in the framework of the invitation to subscribe for regasification capacity at the Fos-Tonkin terminal ("Open Season"), for which a Binding Subscription Request must be submitted by (the Company) by 16 April 2010 at the latest, and which aims to conclude an agreement ("Subscription Agreement") for access to the Fos-Tonkin LNG terminal between, on the one hand, the Capacity Holders resulting from the Open Season and, on the other, Elengy.

Under the terms and conditions of the Allocation Rules for the Open Season, (the Company) – together with all other Registered Subscribers that wish to qualify for the Open Season – must provide Elengy with a guarantee to cover the Company's obligations under the Open Season.

Therefore we, the undersigned (Name of bank), with registered offices in a Member State of the European Union and having rating of at least A by Standard & Poor's and A2 by Moody's on the date of issue of the present guarantee (hereinafter "the Bank"), irrevocably and unconditionally undertake to pay Elengy upon first demand, in cash and not in the form of a deposit, the principal amount of € (.....) in respect of the Open Season, within five (5) working days (i.e. on a day when the banks are open in the financial market of (locality of Bank's registered offices), immediately upon request made by Elengy by registered letter with acknowledgement of receipt to the following address (Address of Bank), in accordance with the Model Form which is attached to the present guarantee and which forms an integral part of this document.

This guarantee is given in the form of an autonomous and independent guarantee payable upon first request and the Bank hereby expressly renounces any right to invoke any exception resulting from another agreement, including the Subscription Agreement or the Allocation Rules, to delay or refuse payment of the amounts payable under the present guarantee, including, among said exceptions, any disputes, legal proceedings or arbitration procedures relating to the Subscription Agreement.

The present guarantee is concluded "intuitu personae".

The present guarantee shall come into force on 12 March 2010 and shall expire after the closest of the following two dates:

- The date of constitution of the Guarantee provided for in Paragraph 10.1 of the General Conditions of the Contract for Access to the LNG terminal (ALNGT Contract);
- 30 September 2010.

In the event that no Capacity is allocated to (the Company) following the Open Season, the present guarantee shall expire on the date of receipt by (the Company) of the notice sent by Elengy informing it that no Capacities have been allocated to it.

Upon expiry of the guarantee, the present original document shall be returned to us as soon as possible.

The present guarantee may only be called upon once, and only for the maximum principal amount.

The terms and expressions used in the present guarantee have the meanings given to them in the Allocation Rules and their annexes or in the present guarantee.

The present guarantee is governed by French law and any dispute arising in relation to the present guarantee shall fall within the exclusive competence of the Paris Commercial Court.

Yours faithfully,"

ANNEXE to the Independent Submission Guarantee

(To be sent by registered mail with acknowledgement of receipt)

I, the undersigned, representing the Company Elengy, a public limited company with a capital of €105,797,420, with registered offices at 23 rue Philibert Delorme, 75 017 Paris, France, registered in the Paris Registry of Trade and Companies with the number Paris 451 438 782, in my capacity as

Hereby notify (the Bank) that the amount of €..... is immediately payable by bank transfer to account number held in the name of at (the banking establishment), in respect of the Independent Submission Guarantee given by the (Bank) on (date).....

Done in Paris, on

Model Form 5 – Acceptance of Qualification

A

(First name, NAME of Principal Point of Contact)

(Position of Principal Point of Contact)

(Name of the Company)

With registered offices at (Address of registered offices)

Registered in the: With number

Re: Acceptance of your Request for Qualification for the Open Season

We hereby acknowledge receipt of Model Form 3, duly completed, and certify that we have accepted your Request for Qualification and participation in the Open Season as a Qualified Subscriber.

Please note that Elengy has set your Maximum Capacity at (.....) GWh/year.

The capitalised terms used in this Model Form have the meaning given to them in the Allocation Rules and their annexes.

This Model Form is governed by, and should be interpreted in accordance with, French legislation.

May we draw your attention to the fact that you have an obligation to continue to fulfil the qualification requirements set out in the Confidentiality Agreement, the Allocation Rules and Model Form 3.

Signature (for and on behalf of Elengy)

Name

Date

Annexe B: Subscription Model Forms

- Model Form I: Subscription Request
- Model Form II: Notice – Confirmation

Model Form I: Subscription Request – Page 1/2

<p>Qualification and Submission Address:</p> <p>Elengy</p> <p>Fos-Tonkin Open Season</p> <p>Direction Stratégie Développement Commercialisation</p> <p>2-6 rue Curnonsky 75 017 Paris</p> <p>France</p>

Identification of Qualified Subscriber

Name of company:
------------------	-------

(Hereinafter referred to as the “Qualified Subscriber”)

Represented by

Name, Surname:
----------------	-------

(Hereinafter referred to as the “Representative of the Qualified Subscriber”)

Hereby submits its Subscription Request in the framework of the Fos-Tonkin LNG terminal Open Season.

I hereby declare that I am authorised, by virtue of the Power of Attorney, to submit the present Subscription Request which unconditionally and irrevocably commits the Qualified Subscriber, should it be designated as a Successful Tenderer (Capacity Holder), to conclude a Subscription Agreement in accordance with the Allocation Rules.

This Subscription Request contains Profiles.

The terms and expressions used in the present document have the meanings given to them in the Allocation Rules and their annexes or in the present document.

Signature of the Representative of the Qualified Subscriber

First name:		Place, date:	
Surname:		Signature:	

Subscription Request – Page 2/2

	Start date	Capacity	Duration	Average number of unloading operations per year
		GWh/year*	Interval**	#/year***
Profile 1	1/10/2014			
Profile 2	1/10/2014			
Profile 3	1/10/2014			
Profile 4	1/10/2014			
Profile 5	1/10/2014			
Profile 6	1/10/2014			
Profile 7	1/10/2014			
Profile 8	1/10/2014			
Profile 9	1/10/2014			
Profile 10	1/10/2014			

* To be expressed in GWh/year, with no decimals after the point.

** Number of Intervals, with no decimals after the point.

*** #/year i.e. the annual number of Unloading Operations associated with the Capacities expressed in GWh/year, with no decimals after the point.

Optional information	
Type and size (in m ³ of LNG) of the LNG tanker(s):	
LNG loading port(s):	
Other desired services:	

Signature of the Representative of the Qualified Subscriber

First name:		Place, date:	... .., on
Surname:		Signature:	

Model Form II: Notice – Confirmation – Page 1/2

For the attention of:

Identification of the Qualified Subscriber

Company name:
---------------	-------

(hereinafter referred to as the "Qualified Subscriber")

Represented by

First name, Surname:
----------------------	-------

(hereinafter referred to as the "Representative of the Qualified Subscriber")

Address
---------	-------------------------

Re: Notification of selection of Profiles and acceptance of Rationed Profile

Please note that the [.....] Profiles listed in the table on the following page were selected in accordance with Clause 7.21 of the Allocation Rules.

(Delete as appropriate) Furthermore, in accordance with Clause 7.20, Profile [.....] is a Rationed Profile. In accordance with Clause 7.22.1, if you wish to be allocated the entirety or part of this Rationed Profile, you must inform Elengy thereof by [.....] hours (Paris time) on [.....]. To this end, it is necessary to:

- Specify, on the following page, the Capacity of the Rationed Profile that you wish to have allocated to you. Said capacity must have a value between 0 and the Capacity proposed for the Rationed Profile;
- Sign and return to Elengy, by fax, the following page by the above-mentioned time and date.

The capitalised terms used in this Model Form have the meaning given to them in the Allocation Rules and their annexes. This Model Form is governed by, and should be interpreted in accordance with, French legislation.

Signature (for and in behalf of Elengy)

Surname

Date

Notice – Confirmation – Page 2/2

(Delete as appropriate) **By fax**
Elengy
+33 1 47 54 27 35

	Start date	Capacity	Duration	Average number of unloading operations per year
		GWh/year*	Interval**	#/year***
Profile 1	1/10/2014			
Profile 2	1/10/2014			
Profile 3	1/10/2014			
Profile 4	1/10/2014			
Profile 5	1/10/2014			
Profile 6	1/10/2014			
Profile 7	1/10/2014			
Profile 8	1/10/2014			
Profile 9	1/10/2014			
Profile 10	1/10/2014			

*To be expressed in GWh/year, with no decimals after the point.

** Number of Intervals, with no decimals after the point.

*** #/year, i.e. the annual number of Unloading Operations associated with the Capacities expressed in GWh/year, with no decimals after the point.

(Delete as appropriate) I hereby declare that I am authorised, by virtue of the Power of Attorney, to submit the present Notice/Confirmation and I request that a Capacity of GWh/year be allocated to the Qualified Subscriber under the Rationed Profile identified as Profile in the above table.

The present Notice/Confirmation unconditionally and irrevocably commits the Qualified Subscriber, should it be designated as a Successful Tenderer (Capacity Holder), to conclude a Subscription Agreement in accordance with the Allocation Rules.

The terms and expressions used in the present document have the meaning given to them in the Allocation Rules and their annexes or in the present document.

Signature of the Representative of the Qualified Subscriber

First name:		Place, date:	
Surname:		Signature:	

Annexe C: Special Conditions of the Subscription Agreement

Subscription Agreement
Annexe 2: SPECIAL CONDITIONS

1 Designated counterparts and points of contact

Operator	Supplier (Capacity Holder)
<p>ELENGY 23, rue Philibert Delorme 75017 PARIS Cedex France</p> <ul style="list-style-type: none"> • Signatory of the Subscription Agreement: [to be completed : Pierre Cotin or Thierry Trouvé] [position to be completed] Courcellor 1 2-6 rue Curnonsky 75017 Paris Tel: [to be completed] e-mail: [to be completed] • Points of contact: <ul style="list-style-type: none"> ➤ Commercial matters: Sébastien Cuvelette Responsable de comptes (Accounts Officer) Courcellor 1 2 rue Curnonsky 75017 Paris Tel.: +33 (0) 1 47 54 20 46 Fax: +33 (0) 1 47 54 27 35 e-mail: sebastien.cuvelette@elengy.com ➤ Operational matters: DSDC Engineer on duty: Tel.: +33 (0) 6 85 11 28 37 Fax: +33 (0) 1 47 54 27 35 e-mail: operations@elengy.com <p>Fos-Tonkin LNG Terminal Tel.: +33 (0) 4 42 47 76 62 Fax: +33 (0) 4 42 46 76 63</p> <ul style="list-style-type: none"> ➤ Billing: Lilian Novoli Chargé de Mission Courcellor 1 2 rue Curnonsky 75017 Paris Tel.: +33 (0) 1 47 54 30 42 Fax: +33 (0) 1 47 54 27 35 e-mail: lilian.novoli@elengy.com 	<p>.....</p> <ul style="list-style-type: none"> • Signatory of the Subscription Agreement: • Points of contact: <ul style="list-style-type: none"> ➤ Commercial matters: ➤ Operational matters: ➤ Billing:

Administrative details of Supplier	
Billing address:	..... ..... ..... .....
Intra-Community VAT Number:	.....

Supplier's bank details	
Name of bank:	.....
Address of bank:	.....
Country of incorporation of bank:	.....
<input type="radio"/> Bank code:	.....
<input type="radio"/> Branch code:	.....
<input type="radio"/> Account number:	.....
<input type="radio"/> Name of account holder:	.....
<input type="radio"/> Bank account identification particulars ("relevé d'identité bancaire" – RIB):	.....
<input type="radio"/> SWIFT code:	.....
<input type="radio"/> IBAN code:	.....

2 Guarantee

Amount of Guarantee:
EUR

3 Details of unloading

Port of unloading	Port of Marseilles
Port Authority	"Grand Port Maritime de Marseille" (GPMM)
Reference line indicating boundary of entry to the channel leading to the Port of Unloading	Line through Omega Buoy located at 43° 12' N, 5° 01,8' E
Time of arrival window	6 hours

4 Validity Start and End Dates and Date of First Unloading Operation

Validity Start Date	This is the date of commencement of the supply of regasification services for the capacities allocated under the Fos-Tonkin Open Season procedure. It is set at <i>1 October 2014</i> .
Validity End Date	This is the date of the end of the last interval for which the Supplier has been allocated non-nil capacity (See Clause 8.15 of the Allocation Rules. It is set at <i>[to be completed]</i>).
Date of First Unloading Operation	This is the date of the First Unloading Operation, as specified in the first Contractual Programme 2. It is set at <i>[to be completed]</i> .

5 Designation and value of tariff terms

The tariff structure and terms are determined in accordance with the regulations currently in force.

[The tariff structure currently in force is available on the following website: www.elengy.com]

6 Subscription and corresponding regasification service

Identifier and designation		Value	Unit
NCU	Number of Contractual Unloading Operations*		-
CUQ	Contractual Unloaded Quantity*		MWh
Proportion of the Contractual Unloaded Quantity*			
➤ During the summer period			MWh
➤ During the winter period			MWh

* per Billing Period

Regasification Service: *[Delete as appropriate.]*

- "Continuous" service
- "Uniform" service
- ~~"Spot" service~~

[The regasification services provided may be subject to change.]

7 Supplier's LNG stock as of the Validity Start Date

The Supplier's LNG stock as of the Validity Start Date amounts to MWh.

8 Contractual Programme

8.1 Contractual Programme 1

Billing Period	CUQ MWh	NCU No. of vessels	Monthly details	
			MWh/month	No. of vessels /month
...				

The first Billing Period shall commence on the Validity Start Date.

8.2 Contractual Programme 2

It is determined in accordance with the relevant allocation rule published on the website.

Date of arrival	Vessel	Port of Loading	Unloaded Quantity (MWh)

9 Transfer of LNG Stock (Optional)

The Supplier wishes to subscribe to a Transfer of LNG Stock Service: YES / NO *[Delete as appropriate.]*

The tariff structure and terms are determined in accordance with the regulations currently in force.

[The tariff structure currently in force is available on the following website: www.elengy.com]

10 Delayed Send-Out Service and Advance Send-Out Service

The tariff structure and terms are determined in accordance with the regulations currently in force.

[The tariff structure currently in force is available on the following website: www.elengy.com]

11 Provisions specific to the Fos-Tonkin Open Season

11.1 Definitions

Subscription Agreement: This term designates the Agreement including the present Special Conditions;

Target Date for Commitment Decision: 31 October 2010;

Anticipated Date of Commitment Decision: Envisaged date of the Commitment Decision, as notified by the Operator in accordance with Article 11.6 of these present Special Conditions;

Actual Date of Commitment Decision: Date when the Operator's Board of Directors commits to implementing the Fos-Tonkin Terminal Long-Term Renewal Project;

Commitment Decision: Decision by the Operator's Board of Directors to implement the Fos-Tonkin Terminal Long-Term Renewal Project.

Date of Commissioning of the Tank: Date of commissioning of the new tank constructed under the Fos-Tonkin Terminal Long-Term Renewal Project;

Fos-Tonkin Terminal Long-Term Renewal Project: Project for the construction of a new tank on a site east of, and adjacent to, the location of the two original tanks constructed in 1972. After commissioning of the new tank, the Fos-Tonkin Terminal will have a total LNG send-out capacity of [Please complete with 5.5 or 7] Gm3/year.

11.2 Order of precedence of contractual provisions

In the event of a discrepancy between the present Special Conditions and the General Conditions, the present Special Conditions will prevail over the latter.

11.3 Coming into force of the Subscription Agreement

The coming into force of the Subscription Agreement is subject to the following conditions:

- The Operator must take the Commitment Decision within one (1) year of the Target Date for the Commitment Decision;
- The Operator must take the decision, within one (1) year of the Actual Date of the Commitment Decision, to implement the project necessary to increase capacity at the Transport LNG Terminal Interface Point (PITTM) of the Fos-Tonkin Terminal.

Should these conditions precedent not be fulfilled, the Subscription Agreement shall be considered null and void, without any compensation being due to either Party, except in the event that the deadlines for fulfilment of said conditions are extended by mutual agreement. Fulfilment of said conditions precedent may be ensured by all appropriate means.

11.4 Supplier's obligation to conclude an agreement with the System Operator

The Supplier has an obligation to conclude a Transport Agreement with the System Operator so as to provide for the transport of certain quantities of Natural Gas on the grid from the PITTM of the Fos-Tonkin Terminal. Said Agreement must cover, at the very least, the period for which the Supplier has been allocated capacity in the framework of the Open Season.

11.5 Grounds for invalidity of a provision of the Subscription Agreement

Notwithstanding any provision to the contrary, in the event that a provision of this Subscription Agreement and/or its implementation is contrary to the law or the applicable regulations in force or should it be incompatible with decisions or orders of Authorities, Courts or Tribunals, and should such decisions or orders not be suspended on appeal, said provision shall be considered null and void without either Party being entitled to claim any compensation or reimbursement from the other Party on these grounds. Each of the Parties hereby undertakes to engage in negotiations and replace said provision with a new provision that is as close as possible to the provision included in this Subscription Agreement and at the same time complies with the laws and regulations and with the decisions or orders of said Authorities, Courts or Tribunals.

11.6 Obligation to provide regular information before the Validity Start Date

As from the date of signature of the Subscription Agreement, the operator shall regularly inform the Supplier of the progress of the Fos-Tonkin Terminal Long-Term Renewal Project.

At least one (1) month before the Target Date for the Commitment Decision, the Operator shall notify the Supplier of the Anticipated Date of the Commitment Decision.

Furthermore, the Operator shall notify the Supplier of the Date of Commissioning of the Tank at least one (1) month before said date.

11.7 Delay due to the System Operator

Any delay of more than twelve (12) months in relation to the Validity Start Date which is due to the System Operator and which prevents the latter from fulfilling its obligation to take delivery at the PITTM of the Fos-Tonkin Terminal, shall not result in any liability on the part of the Operator or detract from the obligations of the Supplier.

11.8 Force majeure

Article 13 ("Force majeure and suspension of contractual obligations") of the General Conditions shall only apply as from the Date of Commissioning of the Tank. The following provisions of this article shall apply during the period prior to said date.

Definition of force majeure

The following events and circumstances shall be considered "force majeure" as long as, and to the extent that, they affect the above-mentioned obligations:

- Any event which: is beyond the control of the Party invoking it; cannot be overcome by engaging in the reasonable efforts that said Party is duty-bound to undertake in its capacity as a Prudent and Reasonable operator; and prevents said Party from fulfilling, whether wholly or in part, any of its obligations pursuant to the Subscription Agreement;
- Any of the following circumstances (without the conditions set out in the previous paragraph having to be fulfilled) to the extent that any said circumstance affects the Party invoking it and prevents said Party from fulfilling, whether wholly or in part, any of its obligations pursuant to the Subscription Agreement:
 - industrial action;
 - the failure of stoppage of a machine or an incident affecting equipment or its operation, provided that said failure, stoppage or incident does not result from inadequate maintenance, abnormal use of the installations or a fault of the Party invoking it;
 - events attributable to a third party and the occurrence of which could not reasonably be foreseen by the Party invoking said events in its capacity as a Prudent and Reasonable operator;
 - failure to obtain or loss of any permit required for the construction and operation of the Fos-Tonkin Terminal by the Operator, in spite of engaging in reasonable efforts to secure such a permit.

Notification of force majeure

Should either Party be hindered or delayed in fulfilling any of its obligations under the Subscription Agreement by an event that said Party considers a force-majeure event, said Party shall notify the other Party – in writing and as soon as possible after the event in question – of the occurrence of the event as well as of its circumstances and its foreseeable consequences for the implementation of the Subscription Agreement.

Suspensory effects of force majeure

The Party that has notified the force-majeure event shall be exempted – for the duration of said event or circumstance – from fulfilling its contractual obligations affected by said event or circumstance.

Therefore, no delay or failure to comply with contractual provisions by either Party for reasons of force majeure shall:

- (a) Constitute a failure to comply with, or breach of, the Subscription Agreement;
- or

- (b) Give rise to an action for damages or a claim for reimbursement of any additional costs incurred as a result of the force-majeure event.

The deadlines set in the Subscription Agreement may therefore be extended. However, the Party (or Parties) affected by the force-majeure event shall do everything in its/their power to mitigate the impact of said event on the execution of the Subscription Agreement and its attendant obligations.

Prolonged force majeure

Should the execution of the Subscription Agreement be substantially prevented or delayed during an overall aggregate period of more than twelve (12) months as a result of one or more force-majeure events, the Parties shall endeavour to find a mutually acceptable solution.

Should the Parties fail to reach an agreement within twenty-four (24) months of the occurrence of the force-majeure event or of the first of several force-majeure events, either Party shall be entitled to rightfully terminate the Subscription Agreement by means of a written notice addressed to the other Party. No reimbursement or compensation for losses or damages shall be due as a result of this termination.

11.9 Termination before the Validity Start Date

Article 24 ("Termination") of the General Conditions shall only apply as from the Validity Start Date. The following provisions of this article shall apply during the period prior to said date.

In the event that the Operator does not obtain all the permits and licences required to implement the Fos-Tonkin Terminal Long-Term Renewal Project and operate the terminal, at least one (1) year before the Validity Start Date, either Party shall be entitled to terminate the Subscription Agreement, within a maximum period of six (6) months, without giving notice and without any kind of compensation or judicial formalities whatsoever being required of either Party.

In the event that the amount of the investments required to implement the Fos-Tonkin Terminal Long-Term Renewal Project during the 2011-2020 period— as communicated by the Operator to the Supplier with a view to reaching a Commitment Decision – exceeds by more than 25% the amount of the investments previously communicated by Elengy in the Information Memorandum dated 14 January 2010 as submitted for approval to the CRE, i.e. the amount of €[please complete with 340 or 430]M, the Supplier shall be entitled to terminate the Subscription Agreement, within a maximum period of two (2) weeks of the date of dispatch of the first notice and of two (2) working days of the date of any subsequent notice, without any kind of compensation whatsoever being required of either Party.

11.10 Gross Calorific Value (GCV)

The regasification capacities marketed at the Fos-Tonkin Terminal and expressed in GWh are based on a standard GCV of 11.75 kWh/m³.

In the event of a significant and lasting decrease in the GVC of the cargoes, the Operator may establish, in a non-discriminatory and transparent fashion, new subscription levels for Suppliers that have subscribed for capacity at the Fos-Tonkin Terminal.